

Chapter Three -- Tenant Information And Obligation

A GOOD TENANT KEEPS HIS COVENANTS!

Do you always pay rent on time?

Do you and the kids take good care of your house and yard?

Do you respect your neighbor's rights?

If you rent a place--any place--you are legally bound to answer "yes" to these questions. When you contract with a landlord--whether verbally or in writing--you are promising (1) to pay rent on time, (2) to not damage the landlord's property, and (3) to not disturb the people who live around you. **These three promises constitute your essential obligations under any rental agreement.**

If you break any of these promises your landlord will begin to wonder whether you are a good tenant. You have broken the contract and he may think about getting rid of you. Remember, he looks at things from a completely different point of view than you do. He/she puts up with the hassles of landlording for one reason only--to make money from his/her investment.

If he has to fix your dishwasher every few months, it costs him. If he has to clean the parking lot because of your leaking car, it costs him. If he loses a tenant because your kids are noisy, it costs him. If he has to chase you down to get his rent payment. . . well, you get the idea. To the landlord, time is money.

A good tenant tries to understand the landlord's point of view, and honors the promises of the contract without argument or excuses.

A WISE TENANT KEEPS COPIES!

To a landlord, renting is "strictly business." To expect anything else would be naive. So the wise renter should get serious too! **Handle every aspect of renting--from the very beginning to the very end--in a business-like fashion.**

YOUR RENTAL FILE

When disputes arise--and you need to prove a point--there's no substitute for good documentation. **Any agreements and important communication between landlord and tenant should be in writing with a copy for your file.**

What's typically found in a Renter File?

- This book (after you've read it)
- A copy of your signed lease
- Receipt for your security deposit
- Renter's insurance policy
- Rent receipts or canceled checks
- Rules & Regulations. Don't put this away until you go over everything with the kids and post a copy in their room. The rules are an enforceable part of your agreement.

- List of damages and conditions existing when you moved in (signed by the landlord!)
- Copies of requests for repairs.
- Estimates and receipts for repairs you make.
- Memos, warnings and other communication from management.
- Signed agreements between you and the landlord, even on small matters such as permission to paint or put up wallpaper, or to share a particular expense, like miniblinds. **If you trade labor for rent, put it in writing and include time frames.**
- Utility bills that show drastic or unexplainable change.
- Notes on conversations/complaints with housing agencies.
- Diary of events concerning an on-going problem such as harassment, noisy neighbors, discriminatory treatment, drug dealing in neighborhood, etc. Video and audio tapes will help support your case should it end up in court.
- Written notice (30 days) that you intend to leave the unit when your lease is up.
- Request for return of your deposit to your NEW address.
- Report on final inspection for damage (signed).
- Recommendation from landlord.

YOUR "DUTY" TO PAY RENT ON TIME

This is the tenant's most important obligation in any rental agreement, of course. Don't treat it casually because you'll hurt your reputation as a "good tenant"! That reputation will follow you for a long time, especially when you decide to buy a house. Believe it or not, everyone will eventually want to buy their own home. **Always pay by check or money order and save proof of payments.**

I routinely wait for the end of the grace period to pay.	Yes	No
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I expect the landlord to accept partial payments or "wait until payday for the rest."	Yes	No
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I don't think the landlord deserves my money even though I willingly signed a contract with him.	Yes	No
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If I lose my job or get sick, I want the landlord to "understand" why rent is late.	Yes	No
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If my roommate moves out, I expect the landlord to "understand" why I can't pay the rent myself.	Yes	No
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I think the landlord is "mean" when Yes No
he demands rent on time.

When a personal emergency arises and there's no rent money, immature renters expect the landlord to act like MAMA and "understand." The landlord is not your friend or family! If loss of a job, health, a spouse or roommate means you can't pay rent this month, the landlord has the legal right to start eviction as soon as the grace period passes. **Keep at least one months' rent in a special savings account that only you know about!**

YOUR "DUTY" TO RESPECT OTHER TENANTS

In addition to paying rent on time, tenants are obliged to behave in a way that doesn't disturb other tenants. Chief complaints are about messy or noisy neighbors, unsupervised children, and pets. Implied in every lease agreement is the landlord's guarantee of "quiet enjoyment" to all his tenants. Therefore, when he gets complaints about loud parties or trouble-making kids, he may issue a **14 day warning notice to correct the situation or be evicted.** (See Notice in Chapter 4).

DRUGS/FIGHTING: Recently apartment complexes and public housing developments added a "drug-free addendum" to their lease. This gives landlords broad power to evict immediately (3 to 5 days) with reasonable evidence of criminal activity by tenants or their guests. Criminal activity includes threats or acts of violence as well as drug use or sale. (See Notice in Chapter 4).

CHILDREN: Children are the main cause of complaints from--and disputes with--neighbors. Train them early to be respectful of property and of other tenants' right to "quiet enjoyment."

It is sad when parents are evicted (sometimes repeatedly) because of children who are violent, vandalize or steal. If this behavior becomes a pattern, the child should have a psychiatric evaluation and be considered for a group home. (See Family and Children's Services in the HELP! section). Evidence of gang activity (even if it's your own kid) should be reported to police, or you--the parent--will pay the price. Once evicted, it is extremely difficult to find another landlord willing to rent to you.

NOISE: Current noise-control law is hard to enforce because it requires police to measure decibel levels. However, if someone is fighting, screaming, or playing loud music between 11 p.m. and 7 a.m., report it to police as a **disturbance of the peace** (misdemeanor), especially if the racket can be heard by many people. Other types of noise might be declared a **nuisance** by the Court if very loud and continuous; examples are machinery, dogs, motorcycles and trucks. Use a tape recorder or video-cam to gather evidence. Keep a diary with exact times of occurrence. Find others willing to go to court with you.

SLOBS: People who continuously create ungodly messes that other people have to look at are usually **dysfunctional**. They do not have normal feeling reactions to what they see before them. Many of these unfortunates will never leave the Cult of Ugliness because the desire for orderliness and beauty does not rise within them naturally. Overgrown lots and

sagging fences reduce everyone's property values! Contact your Neighborhood Association for advice. The Better Housing Commission should be notified of people who leave debris piled on yard or porch, or who leave rusty junkers sitting in the street. Gentle reminders from City Inspectors will help the poor wretches wake up and do something.

MAKING COMPLAINTS: Many complaints arise simply because of age or lifestyle differences. Older people may go to bed early and be more fearful of activity in the parking lot. Children at play make some people nervous. Tolerance is essential, especially in an apartment complex! If close living keeps you on edge, consider a retirement center, or renting a duplex or house.

If another tenant regularly abuses your peace of mind, don't wait 'til you're furious to talk with them! You will have to compromise, so ask for the specific consideration most important to you ("Music off by 10 p.m.") as opposed to a general indictment ("You're too noisy!").

Try not to drag the landlord into personal disputes with neighbors! It is unfair to try to make her "choose sides." However, if you can prove another tenant is continuously "interfering" with your right to enjoy your rental-- and you've really tried to work it out with them yourself--then, make a written complaint (be very specific) to management and keep a copy. If a pattern of disruptive behavior is documented over a period of time, the landlord may legally terminate the offender's lease or you may sue the landlord for breaching the contract.

YOUR "DUTY" NOT TO DAMAGE THE PROPERTY AND TO REPORT MAINTENANCE PROBLEMS

In any lease agreement, you have promised not to recklessly or negligently ruin the landlord's property. The law calls it "committing waste." If your family or friends knock holes in windows or screens, burn carpet or counter-tops, tear up shrubbery, damage locks or appliances, or negligently stop up toilets or drains, you are responsible for having repairs made or paying the cost. You also have a duty to report problems to management as soon as you notice them.

TENANT TIP: Never withhold rent because of a maintenance problem. It is illegal and may result in an eviction. Report important maintenance problems right away! Call, then put the request in writing, and save a dated copy in your file. This is particularly important when water is leaking or an electrical appliance or wiring is acting strangely. Do this whether or not you are behind in rent or are having some other dispute with the landlord. It is YOUR legal responsibility to watch out for safety and health hazards! You will not have to pay for this type of system failure unless you worsen the situation by letting it go unreported.

TYPICAL MAINTENANCE PROBLEMS

Frozen Pipes and Water Leaks

Managers or tenants of a house or duplex----PAY ATTENTION! The Water Company advises that pipes that aren't buried at least 18 inches underground may crack in sub-freezing temperatures. And just because the pipes didn't blow the first time it falls below 20 degrees, doesn't mean you'll be safe the next time! **The frost line depth drops more each time temperatures fall into the teens.**

The tenant may be held liable for burst pipes if he was negligent in taking proper precautions, particularly if the landlord warned him to. It's simple: let a small stream of water (the size of a pencil **lead**) trickle from the faucet located highest in your home. Running water will not freeze.

The landlord should make sure that pipes are insulated, and that drafty cracks in the basement are plugged so that it's snug. Outside faucets should be turned off and drained, and wrapped with newspaper or other insulating material.

High Water Bills

When a tenant suddenly receives a huge water bill, the Water Company says "95% of the time, it's the commode." Well OK, the **toilet**. Bills can mount up very fast, and you won't hear anything but a click when it turns on. Flush 25 times in a row to see if it "hangs up" occasionally because of a worn overflow valve. Sometimes reduced water pressure is your first clue that water may be leaking.

Immediately report to the landlord in writing and be sure to **date** the note and make a copy! He will get right on it if he's providing the water, but if the bill is in your name, he may not be in a hurry. It depends on his ethics and character. Of course, if you don't report leaks right away, don't expect the landlord to share responsibility for high bills!

The Water Company holds the tenant responsible for all bills when the service is in his name. Their policy is standard for everyone unfortunate enough to be in this double bind: they will only adjust **one time in any 12-month period**, though that adjustment can be of the **two highest bills**. They are firm that:

- The leak must be hidden--undetectable by sight or sound.
- The leak must be repaired. Landlord must sign a statement of work done.
- With this evidence, the water company will reduce excess water and sewer charges on 2 bills by 50%.

Septic Tank Problems

Call the Hamilton County Environmental Health Dept. if you experience sewage back-up or stinking seepage in the yard. Of course, report it to the landlord and give him a reasonable time to accomplish this expensive job before filing a complaint against him.

Cosmetic Improvements

Landlords are not required to redecorate, as long as conditions don't threaten health or safety. Your carpet may get shabby and your walls may need paint, but you do not have a "right" to demand new countertops, linoleum or replacement of other items that are beat up but still work. If rent hasn't been raised in a few years, you may want to carpet or paint at your own expense (get permission). If rent goes up regularly but your unit is going down, a neglectful landlord may be taking advantage of you. Don't get psychologically "stuck" in one place, or you'll be open to abuse. **Be willing to spend your rental dollars elsewhere!**

Some long-term renters are "taken for granted." . . . especially the elderly and disabled. Landlords know they can't easily move, and thus may let the unit deteriorate to a depressing condition. (See Better Housing Commission in Chapter Four.)

Heat n' Air

Landlords in the City of Chattanooga are only required to provide a way to **connect** a heat

source. If heating is supplied, it must heat occupied rooms to 68 degrees (when measured 3 feet off the floor). If the unit came with an air conditioner, the landlord must keep it (and any other appliances that he furnishes) in good working order. If heat costs are high because of air leaks and poor insulation, you cannot force the landlord to make improvements. When it comes to energy costs. . . Let The Renter Beware! **Tell the landlord about Rental Rehab loans through Chattanooga Neighborhood Enterprise at 2% interest. He can spend up to \$14,000 per unit for modernization and energy efficiency. The City's Dept. of Human Services offers a Weatherization Program for low-income renters which pays for insulation, storm windows, some structural improvements and labor. Landlord approval is required.**

LATE FEES AND RENT RAISES

LATE FEES: By law you have a 5-day "grace period" after the due date to pay rent. On the 6th day your landlord can decline your rent payment and evict you for defaulting on the contract. Late charges can't exceed 10% of the monthly rent (a lot of money to waste!) and are due immediately.

RENT RAISE: Most leases "lock in" the rental amount for the duration of the contract. However, some leases contain an "escalation clause" that allows for rent raises if 30 days' notice is given in writing. Rent **cannot** be raised during the term of the lease without this specific clause. In the future, avoid leases with this provision!

If your lease states that rent will be raised if taxes, utilities, or insurance premiums go up, the percent of your raise should not be more than the percent of leaseable space that you occupy. For example, if management wants to charge you for 10% of the insurance/tax increase, then your unit should equal 10% of the total complex. If you only occupy 2% of the space, the landlord may be seeking a "windfall." You may be able to fight this provision in court, especially with a class action suit.

REFUSAL OF RENT: Tenants are often confused when landlords refuse to accept late rent. The landlord has probably already filed suit to collect back rent, and acceptance of rent may interfere with the process of eviction that is underway. Landlords may also refuse **partial** payments of rent. Document these attempts to pay and show dates to the judge at your eviction hearing. Show that you still have the money in your checking account and can pay it on court day.

PRORATED RENT: If you occupy the unit for only part of a month, rent will be charged "per diem," or by each day. Divide the monthly rent by 30 (days) to find your daily rate.

"LIVING TOGETHER"

Young couples often make a hasty decision to move in together. Two months into the lease, the boyfriend quits his job or the girlfriend just says "bye-bye." One of them is stuck with a place they can't afford, and probably an eviction lawsuit as well. (See also **Roommates** in Chapter One.)

Don't be blind-sided by love!

- If you invite your girl/boyfriend to move in, make sure it's ok'ed by the landlord in writing. Otherwise, the "unauthorized occupant" could be cause for your eviction.
- Be cautious about moving into your lover's apartment unless he/she adds you to the

lease. Otherwise, when love goes bad, your best ol' ex-friend could throw you on the street. Neither the landlord nor the law could help you.

- If you want to move in with someone, the landlord has the right to hold you to the same qualifying standards as other tenants, and to check your credit, etc. He/she may refuse to add you to the lease or to let you move in, especially if the existing lease prohibits it.
- Occasionally a landlord may refuse to rent to a couple because they are unmarried. Court cases have shown that this is not considered "discrimination" under the Fair Housing Act.

Tenant Tip: Every roommate should sign the lease. This will ensure EQUAL RESPONSIBILITY for rent, costs of damage or early termination, and EQUAL RIGHTS to possession and notice. "Equal responsibility" means all parties could be sued for the entire rent or damage. It does not mean that each roommate pays an equal share! "Equal rights" means that all who sign the lease can live there, no matter who pays the rent. The landlord will not play referee when roommates argue about who pays what share.

RENTER'S INSURANCE

If your possessions are lost or damaged because of theft, lightning, fire, water or other accident, the ***landlord's insurance policy will not cover your loss***. If your guest falls down the stairs of your rental house, you could be held liable for injuries.

Surprisingly, many renters are uninsured and vulnerable. Theft can happen anywhere at any time. Just add up the cost of the items in one room: clothes, computer, stereo, TV, jewelry, bicycle, and furniture. You may be surprised at how much you have invested. Protect yourself with a renter's policy, and keep an updated inventory of serial numbers, purchase dates, receipts and photos of expensive items. Stash these papers with a friend.

Some leases may require you to carry renter's insurance.

A typical policy pays up to \$10,000 on the contents of your rental, and \$100,000 in liability for medical costs in case of an accident. You can choose an "actual cash value" policy (original price minus depreciation), or "replacement coverage" which costs about 15% more. Deductibles can start as low as \$100, but the higher the deductible the lower your premium.

At \$100 to \$150 a year, renter's insurance is a good deal and a very good idea.

You may need additional coverage for valuables such as furs, jewelry, antiques, guns or computers, but it won't cost much more. **Damage from flooding may or may not be covered. Find out! All roommates should be on one policy.**

To get a quote, check the yellow pages under "independent insurers."

TENANT TIP: Call your auto insurer first. If you buy renter's insurance from the same company, you may get a discount.